

**COUNTY OF SHASTA
AND THE
SHASTA COUNTY DEPUTY SHERIFFS' ASSOCIATION**

**MEMORANDUM OF UNDERSTANDING
FOR THE**

**DEPUTY SHERIFF, SERGEANT
AND
DISTRICT ATTORNEY INVESTIGATOR UNIT**



September 1, 2018 through August 31, 2020

TABLE OF CONTENTS

| | | |
|--------------|--|----|
| ARTICLE 1. | PARTIES | 3 |
| ARTICLE 2. | AUTHORIZED AGENTS | 3 |
| ARTICLE 3. | RECOGNITION AND ASSOCIATION TIME BANK | 3 |
| ARTICLE 4. | COUNTY RIGHTS AND RESPONSIBILITIES | 4 |
| ARTICLE 5. | PROBATIONARY PERIOD | 5 |
| ARTICLE 6. | HOURS | 5 |
| ARTICLE 7. | OVERTIME | 6 |
| ARTICLE 8. | COMPENSATION | 8 |
| ARTICLE 9. | HEALTH AND WELFARE BENEFITS | 15 |
| ARTICLE 10. | SICK LEAVE | 18 |
| ARTICLE 11. | BEREAVEMENT LEAVE | 20 |
| ARTICLE 12. | PREGNANCY DISABILITY LEAVE; FAMILY AND MEDICAL LEAVE | 20 |
| ARTICLE 13. | HOLIDAYS | 21 |
| ARTICLE 14. | VACATION | 23 |
| ARTICLE 15. | DISCIPLINARY ACTION | 25 |
| ARTICLE 16. | GRIEVANCE PROCEDURE | 32 |
| ARTICLE 17. | UNIFORMS AND SAFETY EQUIPMENT | 35 |
| ARTICLE 18. | MISCELLANEOUS PROVISIONS | 37 |
| ARTICLE 19. | NO STRIKES OR WORK STOPPAGES | 37 |
| ARTICLE 20. | FULL UNDERSTANDING, MODIFICATION AND WAIVER | 38 |
| ARTICLE 21. | SAVINGS PROVISION | 40 |
| ARTICLE 22. | TERM OF AGREEMENT | 40 |
| ATTACHMENT A | | 41 |
| ATTACHMENT B | | 42 |
| ATTACHMENT C | | 43 |
| ATTACHMENT D | | 44 |

ARTICLE 1. PARTIES

This Agreement is entered into on November 6, 2018, by and between the County of Shasta (hereinafter referred to "Employer" or "County") and the Shasta County Deputy Sheriffs' Association (hereinafter referred to as "Association").

Unless otherwise defined, all references to "days" shall mean calendar days.

ARTICLE 2. AUTHORIZED AGENTS

For the purpose of administering the terms and provisions of this Agreement, the following agents or their designees have been identified:

A. County's principal authorized agent shall be:

County Executive Officer
County of Shasta
1450 Court Street, Suite 308 A
Redding, CA 96001

Copy to: Director of Support Services
1450 Court Street, Suite 348
Redding, CA 96001

B. Association's principal authorized agent shall be:

President
Shasta County Deputy Sheriffs' Association
1800 Park Marina Drive
Redding, CA 96001

Copy to: Steve Allen, Goyette & Associates
1800 Park Marina Drive
Redding, CA 96001

ARTICLE 3. RECOGNITION AND ASSOCIATION TIME BANK

A. Recognition.

The Employer recognizes the Association as the collective bargaining agent for all regular and probationary full-time and part-time employees (1/2 time or more) in the job classifications listed in Attachment A but excluding extra help employees.

B. Association Time Bank.

1. Association members may voluntarily donate vacation leave credits, holiday leave credits, or compensatory time off credits to an Association Time Bank (Time Bank) by designating the type and amount of leave credit on a card provided to the County for that

purpose by the Association. All such donation cards shall be signed by the member. Donations shall be in whole hour increments, and a member may not request withdrawal of any hours so donated. Additionally, all vacation hours not accrued by an employee as a result of exceeding the maximum vacation accrual limit will be put into the Vacation Donation Bank.

2. Association members designated by the Association shall be eligible to use the Time Bank to perform Association business. Such use is subject to reasonable advance request by the Association and approval by the Department Head. Requests shall be reviewed in the same manner that requests to use compensatory time are reviewed, including instances when the department is required to use another employee to fill in on an overtime basis. Should a request be granted which requires using a fill-in employee on an overtime basis to replace the employee released from duty on time bank leave, then the additional one-half (1/2) time shall also be deducted from the time bank.
3. Approved time off will be in whole hour increments. Members may not use Time Bank hours in excess of the accrual balance in the Time Bank.
4. The County agrees to implement such administrative procedures as are necessary in order to implement the transfer of leave credits and tracking the bank balance. Reasonable fees may be charged by the County for the administration of this program.
5. The parties agree this Time Bank program is separate from, and not governed by, the time off provisions as provided in section 3505.3 of the Government Code.

The parties agree that this Time Bank program is in lieu of any program authorized by any time bank or similar law enacted by the State of California. The parties each expressly waive the provisions of any such law for the duration of the term of this Agreement.

ARTICLE 4. COUNTY RIGHTS AND RESPONSIBILITIES

County retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Agreement, except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County and not abridged herein, include, but are not limited to the following: To manage and direct its business and personnel; to manage, control, and determine the mission of its departments, building facilities, and operations; to create, change, combine, or abolish jobs, policies, departments, and facilities in whole or in part; to subcontract or discontinue work for economic or operational reasons; to direct the work force; to increase or decrease the work force, temporarily furlough employees for economic reasons, and determine the number of employees needed; to hire, assign, transfer, promote, and maintain the discipline and efficiency of its employees; to establish work standards, schedules of operation, and reasonable work load; to specify or assign work requirements and require overtime; to schedule working hours and shifts; to adopt rules of conduct and penalties for violation thereof; to determine the type and scope of work to be performed by County employees and the services to be provided; to classify positions; to establish initial salaries of new job classifications after notification of the Association; to determine the methods, processes, means, and places of providing services; and to take whatever action necessary to prepare for and operate in an emergency.

ARTICLE 5. PROBATIONARY PERIOD

- A. **Initial Probation.** Upon initial appointment as Deputy Sheriff, employees shall serve the equivalent of eighteen (18) months of full-time service as a probationary period. Upon initial appointment as a District Attorney's Investigator or as a lateral hire Deputy Sheriff, employees shall serve the equivalent of twelve (12) months of full-time service as a probationary period. During the probationary period, an employee may be dismissed without cause or right of appeal.
- B. **Promotional Probation.** Upon promotion to a different job classification with a higher salary schedule, an employee shall serve the equivalent of twelve (12) months of full-time service as a probationary period, during which time the employee may be returned to the employee's previous job classification without cause or right of appeal, provided the employee achieved permanent status in the previous class.
- C. **Probationary Period Completion.** Any accumulated time absent during the probationary period for a period of more than one hundred and sixty (160) hours shall serve to extend the employee's probationary period for the total period of absence.
- D. **Rejection from Probation.** Rejection during a probationary period is not a disciplinary action. The decision to release an employee from probation must be approved by the Director of Support Services, or his/her designee, and County Counsel prior to release.
- E. **Trainee Status.** Persons appointed as Deputy Sheriff Trainees shall be considered temporary employees, and shall not begin serving a probationary period until having met the qualifications for and been appointed to the class of Deputy Sheriff.

ARTICLE 6. HOURS

- A. **Work Hours.** Except in emergencies, the regular work week of full-time unit employees shall normally consist of five (5) days of eight (8) hours each, exclusive of lunch period. Each employee shall be assigned regular starting and quitting times, which shall not be changed without prior notice.
- B. **Alternate Work Schedules.** Other work schedules (including the 12-plan) may be implemented by the County at its sole discretion upon thirty (30) days prior notice to affected employees. Any return to the standard 5-8 schedule shall remain at the sole discretion of County management and may be implemented upon thirty (30) days prior notice to the Association or, if on a single position, to the affected employee. Such time periods shall not apply to emergency situations or individual circumstances which are unplanned.
- C. **Rest Periods.** When practical, employees shall be granted a fifteen (15) minute paid rest period during each half work shift of four (4) hours or longer. Such breaks shall not be taken within one (1) hour of the employee's starting time, quitting time, or meal break, and shall not be accumulated or used to supplement meal breaks, arrive to work late, or leave work early.
- D. **Meal Periods.** An unpaid meal period of up to one (1) hour shall be part of the normal daily work schedule. Such meal period shall occur at approximately the midpoint (after four hours) of

the shift and be approved by the employee's supervisor. Some work schedules may include a meal period within the scheduled duty hours. In such cases no specific off duty meal time shall be granted.

- E. **Release From Duty.** When the best interest of the County requires the immediate removal of the employee from the employee's position, any employee may be released from regularly assigned duties with pay and benefits by the Department Head, or his/her designee, for a period not to exceed eighty (80) working hours upon the approval of the Personnel Director. Upon showing of good cause by the appointing authority, such release from duty may be extended in eighty (80) hour increments for a maximum of twelve (12) months upon approval from the Personnel Director.

ARTICLE 7. OVERTIME

- A. If, in the judgment of the Department Head, work beyond the assigned work period is required of a regular full-time employee, such overtime worked shall be compensated for as follows:
1. Sheriff's Office Employees: Deputy Sheriff Trainee, Deputy Sheriff-Entry Level, Deputy Sheriff-Journey Level/Lateral, and Sergeant. Employees have the option to receive time and one-half (1-1/2) pay or Compensatory Time Off (CTO) at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee's assigned work shift (of at least eight hours) or eighty (80) hours in a fourteen (14) day work period; provided further, that such employees shall receive cash payment for overtime accrued in excess of eighty (80) overtime hours (one hundred twenty [120] straight-time hours).
 2. District Attorney: District Attorney's Investigator and Supervising District Attorney's Investigator. Employees shall be entitled to overtime compensation at a rate of one and one-half (1-1/2) hours for each hour worked in excess of the employee's assigned work shift (of at least eight hours) or forty (40) hours in a seven (7) day work period. Employees shall be entitled to CTO as overtime compensation; however, the employee may alternatively receive pay at the discretion of the Department Head based on operational needs. CTO shall be accumulated at a rate of one and one-half (1-1/2) times their hourly rate as overtime compensation. CTO may be accumulated up to one hundred twenty (120) hours (eighty hours at time-and-one-half). Accumulated CTO shall be scheduled and used prior to the use of accrued vacation or holiday time unless the employee is within twelve (12) pay periods of incurring a loss of accrued leave.
 3. Overtime Eligibility. Only hours worked may be used to determine eligibility for overtime. Hours worked shall be deemed to include: Travel time as required by Fair Labor Standards Act (FLSA), required jury duty, vacation (approved per Article 14, Section B.3), credit holiday time off, required off-shift training meetings, actual time in court appearances, and shooting practice required by the Department.

B. Compensatory Time Off (CTO). Accrued CTO may be used upon approval of the Department Head, or his/her designee.

1. Policy. It shall be the policy of the Shasta County Sheriff's Office to allow employees to use CTO accrued under the FLSA within a reasonable period after the employee makes the request if the use of the CTO does not unduly disrupt the operations of the Sheriff's Office. In addition, the Sheriff may designate the taking of CTO when conditions allow.
2. Purpose. The purpose of this policy is to establish a procedure to be followed by employees in requesting the use of CTO accrued under the FLSA. The Shasta County Sheriff's Office will give consideration to all requests for the use of CTO.

C. Procedure.

1. CTO must have been earned and recorded prior to the beginning of the pay period in which it is taken.
2. Requests for CTO shall be made within a reasonable period in advance of the requested date of the time off. The Sheriff's Office reserves the right to deny a request for use of CTO if the request was not made within a reasonable period of time in advance of the date requested. Whether a request for CTO has been made within a reasonable period will be determined by considering the customary work practices within the Sheriff's Office based on the facts and circumstances of each case. These work practices include, but are not limited to:
 - a. The normal schedule of work;
 - b. Anticipated peak workloads based on past experience;
 - c. Emergency requirements for staff and services;
 - d. The availability of qualified substitute staff; and
 - e. As a general rule, requests for CTO shall be made to the member's supervisor at least one (1) work week, i.e. five (5) work days in advance of the requested date of the time off.
3. Requests for time off made with less than five (5) work days' notice will be considered on a case-by-case basis. The requesting member shall provide an explanation for the short notice of the request.
4. If the request for the use of CTO was made within a reasonable period of time in advance of the date requested, the supervisor will grant the use of the CTO unless it unduly disrupts the operations of the Sheriff's Office. To be an "undue disruption," the supervisor must reasonably, and in good faith, anticipate that the use of CTO would impose an unreasonable burden on the Sheriff's Office's ability to provide services of acceptable quality and quantity for the public during the time requested.

without the use of the member's services. The supervisor should take into consideration such factors as minimum staffing levels, anticipated workloads, emergency requirements for staff and services during the time in question, and the availability of qualified substitute staff. Mere inconvenience is an insufficient basis for denial of a request for CTO. Supervisors and staff members are encouraged to assist each other in meeting organizational needs.

5. A request for the use of CTO may not be denied on the sole basis that another member will be required to work overtime to cover the shift. If overtime is required, the supervisor shall post the overtime shift for sign up to back fill the position. Staff members making requests for CTO are encouraged to assist the supervisor by having the name of a staff member willing to fill the overtime position at the time the request for CTO is made. The supervisor shall have the final authorization on the selection process.
6. Approval of a request to use CTO may be revoked at any time by the Sheriff's Office if circumstances change such that the use of CTO on a given date will, in the judgment of the Sheriff, or his/her designee, unduly disrupt the operations of the Sheriff's Office.
7. Employees may be required, at the discretion of the Sheriff, or his/her designee, to use CTO.
8. Hours designated for CTO in excess of the maximum accruals shall be paid in cash at the appropriate rate. Upon separation from County employment, employees shall be entitled to payment for accrued compensatory time..

D. Second Contiguous Shift Worked.

Employees shall be eligible for time and one-half (1-1/2) for time worked on the second of two (2) contiguous shifts to which assigned.

ARTICLE 8. COMPENSATION

- A. **Wages.** Wages for job classifications in this unit are as shown in Attachments A, B, and C.
- B. During this Agreement, wage schedule increases shall occur at the beginning of the pay period on the following dates with the indicated percentage increases:

| Attachment | Applicable Date | Percentage Increase |
|------------|-------------------|----------------------|
| A | September 1, 2018 | Current Salary Range |
| B | November 11, 2018 | 3.0% |
| C | September 1, 2019 | 4.0% |

- C. **Merit Step Increases.** Employees shall be eligible to progress from step to step within the appropriate range depending on merit. Such progression shall not be automatic, but shall be

governed by the County's Personnel Rules except that step movement from Step A to Step B shall occur after twelve (12) months.

D. Work Above Classification.

1. Qualification Period. When an employee is temporarily assigned to the duties of a vacant higher level position, the employee shall, commencing on the eighty-first (81st) hour and effective the first (1st) hour, receive a rate equivalent to that provided for under County promotional rules. To be eligible for the higher rate, the employee must:
 - a. Be assigned in writing by the Department Head with the approval of the County Personnel Office;
 - b. Be assigned for other than training purposes;
 - c. Perform the full regular duties of the higher position; and
 - d. Perform the duties of the higher position for a period of at least eighty (80) work hours, except with an approved interruption. Holidays shall be treated like weekends or comparable regularly scheduled days off.
 - (1) An approved interruption shall be the use of approved leave balances not to exceed an accumulation of sixteen (16) hours during the eighty (80) hour qualification period.
 - (2) Returning to the employee's regularly assigned position for more than sixteen (16) accumulated work hours will cause the eighty (80) hour requirement to begin again if full duties of the higher position are resumed.
 - e. Reestablish eligibility for a higher rate by meeting the above four (4) criteria on a semi-annual basis.
2. Payment for Hours Worked. An employee who has qualified for the higher rate shall receive such a rate on an hourly basis only for hours worked while so assigned.
3. Definition of Vacant Higher Level Position. A "vacant higher level position," as referred to herein, is understood to include absences by the incumbent of the higher position of more than eighty (80) working hours including vacation, sick, or other forms of leave.

A "vacant higher level position" may also include a portion of a position in which the incumbent is temporarily unable to perform all of the essential functions of the job due to a documented health condition. In this case, an employee may be assigned to temporarily work out of class to perform the full duties associated with the essential function(s) the incumbent cannot perform, providing that this work accounts for at least twenty-five percent (25%) of the job. The higher rate of pay

will apply only to those hours in which the employee working out of class performs duties specific to the essential functions the incumbent cannot perform. The employee assigned to work out of class must work in this capacity for more than two (2) regularly scheduled work weeks, after which out of class pay will apply to the hours worked performing assigned higher level duties effective the first day such work was performed. Additionally, a Department Head must obtain approval from the Director of Support Services, or his/her designee, prior to assigning an employee to work out of class in a position subject to the conditions described in this paragraph.

Note: This section is limited to cases where an employee's doctor releases the employee to work in a limited capacity (including full-time work doing limited duties, and part-time work doing full or limited duties) and the County determines it can accommodate the employee with a temporary, modified duty assignment and another employee can reasonably be called upon to perform those essential functions of the job that the employee with limitations cannot perform.

E. Specialty Assignment Pay -- Hourly Differentials. The following stipends are agreed to be offered for actual hours worked under the described conditions. It is further agreed that no right to such differential exists except as it is connected to the duty performed.

1. Officer-in-Charge. Deputy Sheriffs and District Attorney Investigators assigned Officer-In-Charge duties will receive an additional five percent (5%) of base wages while working in such a capacity on an hour for hour basis.
2. Field Training Officer (FTO). When a qualified FTO is assigned by Sheriff's or District Attorney's management to perform field training duties with respect to a specific trainee, all hours worked in such capacity shall be compensated by an additional five percent (5%) of base wage. Nothing in this section shall be construed to reduce the Sheriff's or District Attorney's discretion in reassigning FTO duties.
3. Certified Instructor Pay. An officer who is certified to perform the instructor duties for Defensive Tactics; Fire, Life, and Safety Officer; Canine; and Rangemaster and Firearms shall receive an additional five percent (5%) of base wage for each hour of such duty performed.

F. Specialty Assignment Pay -- Other Differentials.

1. Payment for Canine Assignment and Care of Patrol Dogs. Employees in canine assignments shall be compensated an additional ten (10) hours per pay period at one and one-half (1-1/2) times the prevailing federal or state minimum hourly wage (as may be amended) during the time a patrol dog is assigned to them. Compensation (example below) shall be considered full pay in lieu of any other overtime compensation for all home duties including feeding and watering, exercising, grooming, bathing, bonding, training, arranging for and transporting for veterinary care, and other routine maintenance of the canine. Expenses for travel necessary for extraordinary veterinary care shall be reimbursed pursuant to the County's Travel Policy.

Example:

| Minimum Hourly Wage | Minimum Wage Overtime Rate | Compensation Per Pay Period | Annualized Compensation |
|---------------------|----------------------------|-----------------------------|-------------------------|
| \$8.00 | \$12.00 | \$120.00 | \$3,120 |

2. Detective/Coroner Assignment. During the period of time an employee is assigned by management and works as a Detective or Deputy Coroner Investigator, the employee will receive five percent (5%) in addition to the employee's normal base salary. In addition to the foregoing, an employee placed in an assignment where the duties are primarily investigative in nature, may petition the Sheriff for consideration of payment of five percent (5%) in addition to the employee's normal base salary. The decision of the Sheriff shall be final and not subject to the Grievance Procedure of this Agreement.
3. Resident Deputy Assignment. During the period of time a Deputy Sheriff is assigned by management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee will receive five percent (5%) in addition to the employee's normal base salary. Beginning June 29, 2014, this section shall apply to deputies assigned to the Burney station.
4. Resident Deputy Housing Allowance. During the period of time a Deputy Sheriff is assigned by Management to live in and service a specific unincorporated community as a Resident Deputy on a continuous basis, the employee will receive \$5,000 per year housing allowance, paid with regular payroll in equal installments. If an employee is placed on unpaid status, the employee is not eligible to receive the installment.
5. Reassignment. It is agreed that any reassignment that results in a loss of Specialty Pay pursuant to this section is not in and of itself disciplinary in nature. However, the parties agree that such reassignment may be appealed within seven (7) calendar days from notice to the affected employee by requesting an administrative hearing before the Sheriff, or his/her designee, whose decision shall be final and binding.

G. P.O.S.T./Education Pay.

1. Intermediate P.O.S.T. Certificate. Any unit member who attains or possesses an Intermediate P.O.S.T. Certificate shall be eligible to receive an additional four and one-half percent (4.5%) of salary as P.O.S.T. pay, providing the employee has completed at least six (6) months with his/her respective department. Initial eligibility shall require an "overall" performance evaluation of "meets expected standards" for the previous six (6) month period. Eligibility shall not be earlier than the beginning of the payroll period following the date stated on the P.O.S.T. Certificate.
2. Advanced P.O.S.T. Certificate. Any unit member who attains or possesses an Advanced P.O.S.T. Certificate shall be eligible to receive an additional three and one-

half percent (3.5%) of salary as P.O.S.T. pay under the same conditions as above, for a maximum of eight percent (8.0%) above base salary.

3. Reinstatement. Persons who are rehired, and immediately previous to leaving County employment were receiving P.O.S.T. pay, shall be deemed to satisfy the above criteria at the appropriate level.

H. Standby and Callback.

1. Assignment Pay. A Department Head, or his/her designee, may assign employees to standby. Sheriff's Office employees assigned standby shall be compensated at a rate of \$3.00 per hour while so assigned. District Attorney employees assigned standby shall be compensated at a rate of \$2.50 per hour while so assigned. Standby duty pay shall cease during the hours for which callback is paid.
2. Requirements. In order for an employee to become eligible for standby pay, the employee must be assigned to standby status by the Department Head requiring the employee to:
 - a. Review the projected standby assignment schedule within the deadlines established by the applicable department;
 - b. Wear a County-provided pager, or be available by telephone during standby assignment;
 - c. Contact the department/dispatch and respond to the callback location within the time period established by the Department Head;
 - d. Respond promptly to callbacks during scheduled standby time unless the employee has notified the department of the name of another qualified employee who will respond;
 - e. Refrain from activities that impair the employee's ability to perform assigned duties;
 - f. Request mileage reimbursement for callback responses performed in non-County vehicles within one (1) month after mileage costs are incurred;
 - g. Receive permission to transport non-County employees in County vehicles no later than the last working day prior to standby assignment; and
 - h. Accept the applicable standby pay as referred to in subsection 1 as full consideration for any inconvenience the standby assignment may pose.
3. Distinguished from Subject to Call. Standby status is to be distinguished from uncompensated status of being "subject to call," wherein an employee returns to work during off-duty hours in response to being called, but is not required to meet the standby criteria.

4. Callback from Standby. Any employee, when called back to duty from standby status, shall be compensated for the hours worked at one and one-half (1-1/2) times the equivalent hourly rate of their regular salary. The minimum for each callback from standby duty shall be two (2) hour. Such time worked shall not include travel time between an employee's residence and the employee's regularly assigned work location.
5. Pay for Callback While Not on Standby.
 - a. Any unit employee not on standby status who is called back to work shall be credited with a minimum of three (3) hours of time worked. Nothing shall prevent management from assigning such an employee to perform work during this period of time, or longer if needed.
 - b. Should callback time become contiguous with regular work hours, time worked shall not be credited as callback and the minimum time period shall not apply.
6. Callback from Vacation. An employee called in to work during the employee's regularly scheduled vacation period shall be compensated at a rate of one and one-half (1-1/2) times his/her regular rate of pay for all time worked at the County's request in accordance with existing policy. "Regularly scheduled vacation period" means vacation approved at least twenty-four (24) hours in advance.
7. Court Cancellation. An employee shall receive a minimum of four (4) hours of straight time compensation if Court appearance is cancelled within 48 hours of scheduled appearance.

I. Shift Differential.

1. Swing Shift. That regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 1600 and 0030. Unit members assigned to the swing shift shall receive an additional seventy-five cents (\$0.75) for each hour so worked.
2. Graveyard Shift. That regularly assigned shift during which at least fifty percent (50%) of the hours occur between the hours of 0030 and 0900. Unit members assigned to the graveyard shift shall receive an additional one dollar (\$1.00) for each hour so worked.
3. Twelve (12) hour Shifts. Unit members who work a twelve (12) hour shift schedule shall receive an additional seventy-five cents (\$0.75) for each hour worked between 1600 hours and 2400 hours (midnight) above their normal hourly pay, and one dollar (\$1.00) for each hour worked between 2400 hours (midnight) and 0800 hours above their normal hourly pay. This shall apply to all qualifying shifts within the normal shift schedule.

4. **Applicability.** Except as required by the FLSA, such differentials shall not be considered part of the regular base wages and therefore not applicable to vacation, sick leave, and other forms of non-work pay.

J. Retirement. County retirement is provided through the California Public Employees Retirement System (CalPERS). Except for the Deputy Sheriff Trainee, employees hired prior to the May 8, 2011 contract amendment between the County and CalPERS are covered under the Safety retirement provisions with a 3% @ age 50 benefit. Employees hired after the May 8, 2011 contract amendment between the County and CalPERS shall be included in the Safety retirement provisions with a 3% @ 55 benefit. Employee-paid contributions to CalPERS for Safety retirement benefits are nine percent (9%) of Persable compensation. Employees hired on or after January 1, 2013 are covered under the California Public Employees Pension Reform Act (PEPRA) enactment with a benefit formula of 2.7% @ 57 or as determined by CalPERS in compliance with California state law and employee-paid contribution rates as determined by PEPRA provisions. See Attachment D.

1. **Trainees.** Deputy Sheriff Trainees hired prior to May 8, 2011 are covered under the miscellaneous provisions with a 2% @ 55 benefit, Employees hired after May 8, 2011 and before January 1, 2013 are covered under the miscellaneous provisions with a 2% @ age 60 benefit, Employees hired January 1, 2013 or after are covered by the benefits 2% @ 62 and employee-paid contribution rates as determined by PEPRA provisions.
2. **Determination of Final Compensation.** Employees hired prior to May 8, 2011 shall have their final compensation for computing retirement determined based on the average monthly compensation for the highest single year (or consecutive twelve months). New hires after May 8, 2011 will be covered by the retirement formula being based upon the average of the highest three (3) years of service.
3. **CalPERS - 4th Level of 1959 Survivor Benefits.** The County's CalPERS contract provides the 4th Level of 1959 Survivor Benefits.
4. **Pre-Tax of Employee Paid Member Contributions.** The County allows employee paid member contributions to CalPERS to be deducted from the employee's pay check on a pre-tax basis as allowed under IRC Section 414 H.
5. **All employees of the Sheriff's Office shall pay the full Employee Contribution as required by CalPERS law.**

K. Travel and Per Diem Reimbursement. The County will pay travel and per diem payments to employees required to travel on County business at the rates established in the County's Personnel Rules. The County will pay for or reimburse an employee for the actual, reasonable, and necessary costs associated with a required P.O.S.T. certified training course.

ARTICLE 9. HEALTH AND WELFARE BENEFITS

The County maximum health contributions to medical insurance and the County maximum dental contributions during the term are available online at:

https://www.co.shasta.ca.us/index/support_index/personnel/benefits/medical_rates.aspx

A. Health Insurance.

1. For the stated term of this Agreement, the County will pay eighty-five percent (85%) of the Employee Only medical premium and sixty-five percent (65%) of the Employee plus One and Employee plus Family medical premium cost categories of PERS Choice (or equivalent plan). The County contribution includes the PEHMCA minimum contribution. Those percentages shall be converted to monthly maximums which dollar amounts shall not be exceeded without specifically being changed through the negotiations process. The employee will pay that portion of the premium not contributed by the County..
2. For covered employees hired prior to January 1, 2017 who retire from active County service and have not elected to be covered under Article 9.G the retiree medical premium will be paid as follows:
 - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS;
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment; and
 - c. The County will reimburse the retiree the agreed County's contribution amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS.
3. For covered employees hired on or after January 1, 2017 who retire from active County service; the retiree medical premium will be paid as follows:
 - a. The County will continue to pay the statutory minimum amount prescribed by Government Code section 22892 directly to CalPERS; and
 - b. CalPERS will deduct the balance of the medical premium from the retiree's retirement payment.
4. Spouse or Registered Domestic Partner Accommodation. Should an employee and his/her spouse, or registered domestic partner both work for the County and are both eligible for County-provided health contributions, one (1) employee may choose in writing to be added to his/her spouse's, or registered domestic partner's insurance as a dependent and the County will make a contribution to the dependent coverage that is equal to the Employee-Only contribution of the covered employee's plan in addition to

the County's contribution to covered employee's dependent coverage. In no event shall the total County contribution be greater than the actual premium needed for the level of applicable coverage. Likewise, in no event shall the total County contribution be greater than it would have been without this option being invoked.

5. If, during the term of this Agreement, the legal requirements of the Affordable Care Act have an impact on County rights and obligations regarding health benefits for County employees, the County and the Association agree to reopen Article 9 – Health and Welfare Benefits, in order to meet and confer over such impacts. Unless otherwise mutually agreed to by the County and the Association, the scope of the meet and confer discussion under this section will be limited to the parties' rights and obligations set forth in Article 9 of the Agreement.
6. Agreement to Support Legislative Change. Parties agree to jointly support legislative change to provide for new employee's retiree health benefits to be covered by a vesting schedule with specified percentage of active employees' County contribution.

B. Dental Insurance.

The Association and the County have agreed to base the County's future contributions to the DSA dental plan on future increases to the County's Delta Dental plan premiums even though DSA is currently enrolled in a different dental plan. Cost increases to the DSA dental plan will not trigger an increase to the County's contribution. However, the County will increase its monthly contribution to the DSA dental premium by up to \$5.00 effective with the pay period which includes January 1st of each year and up to a like amount, in subsequent years of this Agreement should the Delta Dental rates increase by that amount. Rate increases greater than those amounts will be absorbed by the employee.

Any changes or modifications to Lincoln Financial coverage billing, enrollment, or administrative procedures shall require prior approval by the County.

- C. **Vision Insurance.** The County shall provide regular employees with County-approved Vision Insurance. Employees may enroll their dependents in the vision plan provided the employee pays any additional cost associated with such enrollment.
- D. **Life Insurance.** The County shall pay the premium for a \$40,000 life insurance policy for each employee in the unit as soon as it can be accomplished under the insurance company's requirements. Employees may purchase additional life insurance under the County's policy or purchase coverage of life insurance for qualified dependents. Purchase of additional insurance shall be subject to the terms and conditions of the County's policy with the insurance carrier.
- E. **Benefit Waiting Period.** The waiting period for County contributions to the above health and dental coverage's shall be six (6) months from time of initial appointment in continuous regular service with the County insofar as such period is not otherwise prohibited by the purveyor of such benefit.
- F. **IRC Section 125 Benefit Plan.** Employees shall sign appropriate authorization forms to establish or decline participation in payroll deductions of pre-tax earnings for payment by the

County of employees medical and dental insurance premiums and flexible spending accounts (including child and dependent care expenses and unreimbursed medical expenses) in accordance with Section 125 of the Internal Revenue Code and Board action of November 3, 1998 and its subsequent updates. The County will not change the benefits or providers of this plan without first seeking input from the bargaining unit.

1. Beginning January 1, 2017, with respect to any full-time covered employee and any part time covered employee hired prior to January 1, 2017 who is enrolled in CalPERS medical insurance, the County will continue to contribute into the 125 Benefit Plan the agreed percentage amount based upon the PERS Choice rates for the coverage in which the employee is enrolled (i.e., Employee Only, Employee plus One, or Employee plus Family), minus the statutory amount prescribed by Government Code section 22892 paid by the County directly to CalPERS on behalf of that employee and minus the required amount contributed by the employee.
2. In no event will the County's contribution under Government Code section 22892 and the applicable agreement exceed the actual cost of the benefit. The covered employee must authorize a payroll deduction for their required contribution. If no authorization is made, the County will not make a contribution to the 125 Benefit Plan.

- G. **401(a) Plan.** Any covered employee hired on or after January 1, 2017, shall not be eligible to earn or receive the County contribution to retiree medical benefit as described in Article 9.A.3, but shall receive only the County's minimum contribution amounts required under Government Code section 22892 if they elect to continue CalPERS healthcare after retirement.

Any covered employee who was hired prior to January 1, 2017, may voluntarily elect to participate in the Section 401(a) Plan in lieu of the benefit provided in Article 9.A.3. If the employee voluntarily elects to participate in the 401(a) Plan in lieu of receiving the benefit under Article 9.A.3, the County will contribute the minimum contribution required under Government Code section 22892. The employee will receive contributions into the 401(a) Plan as set forth below. The decision to elect to participate in the 401(a) Plan in lieu of receiving the benefit under Article 9.A.3 shall be irrevocable.

The 401(a) Plan will be administered as follows:

1. The County shall continue to provide an Internal Revenue Code Section 401(a) Plan consistent with this Article. The County shall continue to contribute into the Section 401(a) Plan an amount on behalf of each covered employee electing to participate under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans, but not to exceed 3% of the employee's pre-tax salary. Accordingly, if an employee contributed a total of 1-3% of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the employee's 457 contribution; if an employee contributed more than 3% of his or her pretax salary to a County 457 plan, then the dollar amount of the County's 401(a) contribution would only be equal to 3% (and not more) of the employee's pretax salary and would not fully match the employee's 457 contribution. The employee may direct the investment of said contributions in accordance

with the options or limitations provided by the 401(a) Plan. Each such employee shall vest (that is, earn the right to withdraw) the County's contributions into the 401(a) Plan on their behalf based on years of County service, as set forth below, subject to any of the plan's requirements.

2. The 401(a) Plan implementing this Article shall provide the following schedule of vesting requirements for any participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

| <u>Years of COUNTY Service</u> | <u>Portion of Account Value Vested</u> |
|---|--|
| Less than 1 year | 0% |
| 1 year plus 1 day to 2 years | 10% |
| 2 years plus 1 day to 3 years | 20% |
| 3 years plus 1 day to 4 years | 30% |
| 4 years plus 1 day to 5 years | 40% |
| 5 years plus 1 day to 6 years | 50% |
| 6 years plus 1 day to 7 years | 60% |
| 7 years plus 1 day to 8 years | 70% |
| 8 years plus 1 day to 9 years | 80% |
| 9 years plus 1 day but less than 10 years | 90% |
| 10 years | 100% |

3. In addition to and notwithstanding the foregoing, employee's options for withdrawing, "rolling over," and otherwise using account money (and the tax consequences of such withdrawals and use), shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 10. SICK LEAVE

- A. **Accrual.** Regular full-time and part-time employees shall accrue .0462 hours of sick leave for each regularly scheduled hour in a work year. Overtime hours worked do not constitute regularly scheduled hours.
- B. **Usage.** Accumulated sick leave can only be granted for unit employees upon the recommendation of the Department Head in cases of bona fide illness, verification by a licensed medical practitioner, or in the event of serious illness in the employee's immediate family. No paid sick leave may be taken prior to the completion of three (3) months of continuous service.
- C. **Medical and Dental Appointments.** Sick leave may be used for medical or dental appointments when absence during working hours is authorized by the appointing authority. Employees are

expected to secure medical and dental appointments on their own time, but when this is not practical, appointments should be scheduled to reduce to a minimum the amount of time away from work. Medical or dental appointments resulting from an illness or injury covered by Labor Code section 4850, after an employee has been released to regular duty by a medical practitioner, will, if the employee is on duty, be considered 4850 time.

- D. **Use While on Vacation.** An employee who becomes ill while on vacation leave and wishes to be placed on sick leave shall make such request to the Department Head immediately or as soon as possible. The Department Head shall then apply criteria normally utilized in approving sick leave.
- E. **Medical Appointments/Family Sick Leave.** Sick leave granted because of illness in the immediate family or because of scheduled doctor/dentist appointments for members of the immediate family shall normally be limited to fifty-six (56) working hours per calendar year for all incidents (see also Article 12). Additional accrued sick leave can be authorized to be used for reasons held to be sufficient by the employee's Department Head. Immediate family means father, mother, spouse, registered domestic partner, son, daughter, sister or brother, grandparents, step grandparents, step parents, step children, step sisters, step brothers, grandchildren, step grandchildren, foster children, or as otherwise stipulated in law.
- F. **Exceptions.** No County employee shall be entitled to use accrued sick leave while absent from duty on account of any of the following causes:
1. Disability arising from any sickness or injury purposely self-inflicted or caused by any of his/her willful misconduct;
 2. Sickness or disability sustained while on a non-medical leave of absence other than his/her regular vacation; or
 3. When not otherwise eligible under the conditions set forth above.
- G. **Sick Leave Retention Incentive Payment.**

Upon separation or termination, other than discharge for cause, unit employees shall become entitled to payment for accrued sick leave as follows, such payment not to exceed the maximum amounts indicated:

| Years of Services | % of Accrual Eligible for Cash Payment | Maximum Payment |
|-------------------|--|-----------------|
| 5 through 9 | 10% | \$3,500 |
| 10 through 14 | 25% | \$4,500 |
| 15 through 19 | 37 ½% | \$6,000 |
| 20 or more | 50% | \$6,000 |

- H. **Sick Leave - CalPERS Service Credit Conversion.** The County amended its CalPERS contract for unit employees to add the benefit whereby an employee may convert some or all of his/her accumulated but unused sick leave to CalPERS service credit upon retirement. Any sick leave utilized for cash payment as provided in Section G above shall not be available for such conversion.
- I. **Sick Leave Accrual Balance as Affected by Layoff.** At the time of layoff, an affected employee shall have the option to receive a sick leave payoff under the applicable formula. If having elected such option and subsequently recalled, such employee shall not be eligible for sick leave accrual balance restoration, unless he/she repays to the County immediately upon return the full cash payoff amount received at the time of layoff.
- J. **Certificate of Illness.** Written verification by a licensed physician or other satisfactory proof of illness, or family illness may be required at the discretion of the Department Head for any use of leave requested for these reasons.

ARTICLE 11. BEREAVEMENT LEAVE

- A. **Bereavement Leave.** Regular full-time and regular part-time employees shall be entitled to bereavement leave without loss of pay or charge against sick leave up to a maximum of twenty-four (24) working hours for each non-concurrent death in the immediate family, including the immediate family of the spouse or registered domestic partner; provided; however, that up to two (2) additional working days chargeable against accumulated sick leave may be granted for reasons deemed sufficient by the Department Head; provided further that such leave with pay shall not be authorized for time expended in business or estate matters. Immediate family means husband, wife, registered domestic partner, father, mother, son, daughter, sister, brother, grandparent, grandchild, step parent, step child, step sister, step brother, step grandparent, or step grandchild.
- B. **Certificate of Bereavement Leave.** Satisfactory proof of death may be required at the discretion of the Department Head for any use of Bereavement Leave.

ARTICLE 12. PREGNANCY DISABILITY LEAVE; FAMILY AND MEDICAL LEAVE

- A. **Pregnancy Disability Leave.**

Refer to current policy in the County Personnel Rules.

- B. **Family and Medical Leave/California Family Rights Act.**

Refer to current policy in the County Personnel Rules.

ARTICLE 13. HOLIDAYS

A. **Official Holidays.** The following are established as official holidays for regular full-time and regular part-time employees:

1. January 1st, New Year's Day;
2. The third Monday in January, Martin Luther King, Jr. Day;
3. February 12th, Lincoln's Day;
4. The third Monday in February, Presidents' Day;
5. The last Monday in May, Memorial Day;
6. July 4th, Independence Day;
7. The first Monday in September, Labor Day;
8. November 11th, Veterans Day;
9. The fourth Thursday in November, Thanksgiving Day;
10. The day following Thanksgiving Day;
11. December 24th, Christmas Eve; and
12. December 25th, Christmas Day.

B. **Observed Holidays.** For those employees on a five (5) day week with Saturdays and Sundays as normal days off, the following shall apply:

1. When a holiday listed above falls on Sunday, Monday will be observed as the paid holiday.
2. When a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the paid holiday.
3. Should December 24th fall on a Friday, December 23rd shall be observed as the paid holiday.
4. Should December 25th fall on a Monday, December 26th shall be observed as the paid holiday.

C. **Annual Holiday Schedule.** The annual holiday schedule shall be announced by the Director of Support Services in January of each year, but such announcement shall not alter any provision of this division.

D. Limitation on Holiday Compensation. No employee shall be compensated more than once for each of the above listed holidays.

E. Work on an Official Holiday.

1. A regular Sheriff's Office employee who does not qualify under Section B above and who works on an official holiday, as defined in Section A, shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for the hours worked as full compensation for the official holiday. District Attorney employees shall earn holiday compensation at a rate of one and one-half (1-1/2) times the hours worked plus straight time pay for assigned regular hours, up to a maximum of eight (8) hours, as full compensation for the official holiday. At the employee's choice, the time and one-half (1/2) portion may be taken in pay or as Holiday Credit subject to the provisions of this article.
2. A regular employee who does not qualify under Section B above and who works a shift that overlaps part of an official holiday shall receive holiday compensation for the entire shift if the majority of hours worked (fifty percent or more) fall on the holiday, otherwise the employee shall receive no holiday compensation.

F. Work on an Observed Holiday. An employee working on an observed holiday shall not be eligible to receive time and one-half (1/2) holiday compensation unless that person is covered under Section B above.

G. Holiday Compensation.

1. Those employees covered by Section B above shall receive cash payment for eight (8) hours per holiday subject to the conditions of this article.
2. Those employees not covered by Section B above whose normal day off falls on an official holiday shall receive eight (8) hours Holiday Credit.
3. Holiday Credit may be accumulated to a maximum of one-hundred twenty (120) straight-time hours. Use of such time shall be treated as if it were CTO.
4. An employee who does not work on the holiday must be in a paid status the working day before and the working day after the holiday to be eligible to receive credit for the holiday. An employee who is hired and commences working on the holiday shall receive holiday compensation.

ARTICLE 14. VACATION

- A. **Accrual.** Regular full-time and regular part-time employees paid on an hourly basis shall accrue the following hours of vacation time for each paid regularly scheduled working hour not to exceed eighty (80) regularly scheduled working hours in any one (1) pay period. An employee with a minimum of twelve (12) months of County service shall become eligible to use vacation up to the maximum time accrued as of the date such vacation is taken.

| Years of Continuous Service | Vacation Hours Accrued Per Hour | Equivalent 8-Hour Days Per Year | Maximum Vacation Accrual |
|-----------------------------|---------------------------------|---------------------------------|--------------------------|
| 0 through 3 | .0385 | 10 | 160 |
| 4 through 9 | .0577 | 15 | 240 |
| 10 through 15 | .0654 | 17 | 272 |
| 16 and thereafter | .0769 | 20 | 320 |

B. **Use of Vacation.**

1. The maximum vacation accrual shall be fifty-two (52) times the biweekly rate of accrual.
2. The maximum time limits for vacation accrual shall be extended by the appointing authority according to standards in the Personnel Rules.
3. It is County policy that employees take their accrued vacation each year at such time or times as may be approved by the Department Head; provided, however, that for reasons deemed sufficient by the Department Head, an employee may take less than the accrued vacation one (1) year and a correspondingly longer vacation the following year. No employee shall be allowed paid vacation time off in excess of that accrued.
4. Employees shall not be permitted to use accumulated vacation time immediately preceding retirement for the purposes of extending their date of retirement by exhausting leave balances.

C. **Vacation Scheduling.**

1. Within the Sheriff's Office, written bids for vacation shall be solicited from employees during the month of February of each year. Conflicts between requests for vacation in accordance with this section shall be resolved in favor of the bargaining unit employee with greater department seniority.
2. Requests for vacation submitted outside of the February bidding period, shall not be permitted to take precedence over requests of other employees whose bids were submitted and approved in February, regardless of seniority.
3. The following Sheriff's Office work units shall be considered as separate work units for vacation scheduling purposes: Burney Station, Patrol operations, Shasta Lake City operation, Major Crimes, Boating Safety, Civil Unit and Services Division.

4. When an individual employee's choice of vacation date is impractical because of emergency or other interference with legitimate operating needs of the department, reasonable exceptions may be made in accordance with such service requirements.
5. Requests for vacation shall not be unreasonably denied.

D. Payment for Vacation/Holiday Credit Hours/Compensatory Time.

1. Upon Separation. Any person terminating County employment, or who is laid off under the provisions of the Personnel Rules shall be paid off for any accrued but unused vacation.
2. Annual Payment. Beginning in 2017 for the 2018 calendar year and going forward with each subsequent calendar year,, an employee may elect to receive payment for up to forty (40) hours – in five (5) whole hour increments - of accrued vacation leave, holiday credit hours, or compensatory time so long as the following criteria are satisfied:
 - Any employee utilizing this provision will be required to submit an irrevocable election through Employee Online by December 31st of the calendar year prior to the calendar year in which the accrued vacation leave, holiday credit hours or compensatory time is to be cashed out.

Where an employee has properly elected an intent to cash out accrued vacation, holiday credit hours, or compensatory time in the applicable calendar year as noted above, the employee can choose any pay period(s) during the year to receive the elected cash out. All requests for cash out must be made through Employee Online by the due date listed for each pay period. All requests must be submitted in five (5) whole hour increments. All requests for a cash out will be limited to the number of hours elected the preceding calendar year less any cash outs already approved, and the actual current year accrued hours available at the time of the cash out.

By November 15 of each calendar year, the County shall issue a notice to those employees who have elected cash out and have remaining cash out balances available.

If an employee who elected cash out fails to request the elected cashout in the applicable year, the County will automatically cash out the designated amount up to the hours available to be paid on the final payday of that calendar year in the following order:

1. Compensatory time off
2. Holiday credit hours earned
3. Vacation

All annual cash out payments shall be at the base hourly rate only with no other add-on compensation included.

If an employee fails to submit an irrevocable election by December 31st of the calendar year prior to the calendar year in which the accrued vacation, holiday credit hours or compensatory time would be cashed out, the employee will be deemed to have waived

their right and will not be eligible to cash out any such leave in the following calendar year.

- E. **Working for County During Vacation.** No person shall be compensated for County work in any capacity during the time of his/her paid vacation, except as may be authorized by the appointing authority.

ARTICLE 15. DISCIPLINARY ACTION

- A. **Basis for Disciplinary Action.** The tenure and status of every unit employee is conditioned on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action. Grounds for discipline of any employee in the classified service include but are not limited to the following:

1. Absence without leave;
2. Misfeasance, malfeasance, nonfeasance, or neglect of duty;
3. Incompetence;
4. Inefficiency;
5. Violation of any lawful or reasonable regulation or order made or given by a superior officer;
6. Negligent or willful damage to public property;
7. Waste or misuse of public supplies or equipment;
8. Discourteous treatment of members of the public, public officers, or employees while on duty;
9. The unlawful manufacture, unlawful distribution, unlawful dispensing, unlawful possession, or unlawful use of a controlled substance or alcohol intoxication while on duty, while operating a County vehicle or while in uniform. "Controlled substance" includes any substance described in sections 11054 et seq. of the Health and Safety Code;
10. Use of alcohol or controlled substances which interferes with the employee's ability to perform his/her duties;
11. Conviction of any criminal act involving moral turpitude;
12. Disorderly conduct while on duty, while attending any event related to employment, while using a County vehicle, while on County owned or leased property, or while in uniform;
13. Conduct unbecoming of a County employee which indicates the employee is unfit to perform the functions while on duty, while attending any event related to employment,

while using a County vehicle, while on County owned or leased property, or while in uniform;

14. Conduct unbecoming of a County employee while off duty which brings disrepute to the County or impairs its credibility with the public or other public agencies;
15. Dishonesty, including but not limited to falsifying official records, embezzlement, or theft;
16. Fraud in obtaining County employment;
17. Violation of any of the provisions of the County Personnel Rules or any rule, policy, or regulation adopted pursuant to this contract or law;
18. Violation of the County's Sexual Harassment Policy; or
19. Mental or physical inability to perform the essential functions of the employee's job, as determined by a medical or mental examination.

B. Procedure For Disciplinary Action.

1. Types of Discipline. Three (3) types of discipline are recognized for purposes of applying one (1) of the procedures under this article, they are:
 - a. Written Reprimands. A reprimand, the details of which are committed to writing and placed in the employee's personnel file. A written reprimand must be reviewed and approved by the Director of Support Services, or his/her designee, prior to being issued to an employee.
 - b. Intermediate Disciplinary Action. Suspensions without pay, demotion, or reduction in pay. Proposed intermediate disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee.
 - c. Severe Disciplinary Action. Discharge. Proposed severe disciplinary actions must be reviewed and approved by the Director of Support Services, or his/her designee, and County Counsel prior to being issued to an employee.
2. Appeal Procedures. For all employees, the below listed procedures shall be the exclusive means of appeal available to disciplined employees, depending on the severity of discipline proposed. Disciplinary action may be taken prior to the completion of any of the listed appeals procedures.
 - a. Appeal from a Written Reprimand. An employee receiving a written reprimand may, within five (5) days, appeal such action to the Department Head, or his/her designee, in writing or by personal interview. Within five (5) days thereafter, the Department Head, or his/her designee, shall respond to the employee in writing by either granting or denying the appeal. Such response shall be final.

b. Appeal from an Intermediate Disciplinary Action. An employee receiving a suspension without pay, reduction in base pay, or demotion shall be afforded the opportunity to clear him/herself through the notice and response provisions of subsections c.(1) through c.(3) below. Additionally, the Association, on behalf of employees may exercise the following procedures in lieu of direct appeal to the Board of Employee Appeals. If within the ten (10) working day appeal period, the Association, on behalf of the employee, files notice of appeal of such intermediate disciplinary action, then a time for an appeal hearing before a Hearing officer shall be established, which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal, unless extended by mutual agreement of the County and the Association. The appeal must be filed by the Association with the Director of Support Services. All interested parties shall be notified in writing of the date, time, and place of hearing at least ten (10) working days prior to the hearing. Any such appeal before a Hearing Officer will be conducted pursuant to the following procedures:

- (1) The Hearing Officer will be a licensed attorney provided by an outside third party entity (currently, California Hearing Officers, LLP). The costs for the Hearing Officer's proceedings shall be divided equally between the County and the Association.
- (2) All hearings shall be private; provided, however, if requested by the appellant the hearing shall be open to the public.
- (3) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Hearing Officer shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant and conformity to legal rules of evidence shall not be necessary. The rules of privilege shall apply to the hearing.
- (4) Each party shall have the right to be represented by legal counsel or other person of his/her choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. Every witness shall declare by oath or affirmation that he/she will testify truthfully.
- (5) Following the appeal hearing, the Hearing Officer shall issue an opinion to sustain, reject, or modify the employee's intermediate disciplinary action. Such opinion shall be advisory only, shall not be binding on either party, and shall be limited to the issue or issues presented to the Hearing Officer. The advisory opinion shall be emailed to the Board of Employee Appeals through the Clerk of the Board of Supervisors, with a copy

emailed to the Director of Support Services, the Association, and the employee.

- (6) Within ten (10) working days following the issuance date of the advisory opinion by the Hearing Officer, either the Association or the County can request that the Board of Employee Appeals review the advisory opinion. Such request must be in writing and submitted to and received by the Clerk of the Board of Supervisors within this time frame, with a copy of the written request provided to the other party. If no such request for review is made within this time frame, the parties have therefore agreed to waive any further appeal of the underlying discipline and notwithstanding any language to the contrary in section 15.5(B)(5), the Hearing Officer's decision will become final and shall be binding on the parties.
- (7) If review of the advisory opinion is requested, the Board of Employee Appeals will review the advisory opinion and the record of the underlying appeal hearing before the Hearing Officer and will issue its decision within 30 calendar days after completing that review. As part of the Board of Employee Appeals review of the advisory opinion, the following procedures will apply:
 - (a) A copy of the record shall be made available to the parties. Costs for the preparation and copying of the record shall be split equally between the County and the Association.
 - (b) The Board of Employee Appeals shall not decide any case provided for in this provision without affording the parties the opportunity to present either oral or written argument before the Board of Employee Appeals itself.
- (8) In issuing its decision, the Board of Employee Appeals may do any of the following:
 - (a) Adopt the proposed decision in its entirety.
 - (b) Reduce or otherwise mitigate the proposed penalty and adopt the balance of the proposed decision.
 - (c) Make technical or other minor changes in the proposed decision and adopt it as the decision. Action by the Board of Employee Appeals under this paragraph is limited to a clarifying change or a change of similar nature that does not affect the factual or legal basis of the proposed decision.
 - (d) Reject the proposed decision, and decide the case upon the record, including the transcript from the proceedings before the Hearing Officer, or upon an agreed statement of the parties. By written stipulation of the parties, the Board of Employee Appeals

may decide the case upon the record without including review or consideration of the transcript.

If the Board of Employee Appeals rejects and/or modifies the Hearing Officer recommendation, the Board shall detail in writing the basis for such rejection and/or modification.

The decision of the Board of Employee Appeals shall constitute final administrative action and shall be subject to judicial review pursuant to Code of Civil Procedure sections 1094.5 and 1094.6.

Further appeal shall be limited to the Board of Employee Appeals procedures outlined in subsection c.4 below.

- c. Appeal from a Severe Disciplinary Action. An employee whose employment is proposed to be terminated shall be notified of the charges and have the opportunity to appeal as described below:

(1) Notice. The employee shall be advised in writing of proposed disciplinary action when such action is to result in demotion, suspension without pay for a period of more than five (5) days, or discharge. The written statement shall contain:

- (a) A description of the events which necessitated the proposed severe disciplinary action;
- (b) A statement of the charges;
- (c) A statement of the proposed disciplinary action;
- (d) A copy of the materials, if any, upon which the proposed personnel action is based. Notification that the employee may review or make copies of available materials, if any, which are too numerous to supply with the notice;
- (e) A statement of the employee's right to representation; and
- (f) The right of the employee to meet with the designated management representative or to submit in writing the employee's response to the proposed action at _____ (date and time of response meeting).

No notice shall be served upon an employee unless first reviewed and approved by the County Counsel. A copy of every notice shall be sent to the Director of Support Services. Upon mutual written agreement the response meeting may be delayed beyond the date set in (f) above.

(2) Employee's Response.

- (a) Since the purpose of this meeting is to enable the County to avoid error in taking disciplinary action, any evidence not presented in this response meeting or otherwise presented to the Management Representative prior to management taking final action cannot be presented in any subsequent proceeding.
 - (b) An employee's opportunity to respond to the designated management representative is not intended to be an adversary hearing. However, the employee may present the names of witnesses in support of the employee's opposition to the proposed disciplinary action. The limited nature of this response does not inhibit management's authority to initiate further investigation if the employee's version of the facts raises doubts as to the accuracy of the supervisor's information leading to the proposed discipline. The employee may be accompanied and represented by a person of his/her choice during this procedure.
- (3) Management Representative's Decision. Following a review of a proposed disciplinary action by the designated management representative, the latter shall cause to be served on the employee affected, by certified mail or personal delivery, a statement signed by him/her indicating, if applicable, the management representative's decision based on the employee's response and, if the proposed action is to be implemented, the specific charges against the employee and the effective date of the action.
- (a) This statement shall clearly inform the employee that the employee, through the employee organization, has the right, within five (5) days after receipt of this notice, to request in writing an appeal before an arbitrator or Board of Employee Appeals to contest the action of the management representative. The request must be filed by the employee with the Director of Support Services with a copy to the Department Head.
 - (b) If, within the five (5) day appeal period the employee does not file said appeal, the action of management representative shall be considered conclusive.
- (4) Appeal to Board of Employee Appeals. If, within the five (5) day appeal period, the employee files such notice of appeal from intermediate action by giving to the Director of Support Services written notice of appeal, the Director of Support Services shall forthwith set a hearing and transmit the order of disciplinary action and request for appeal to the Appeals Board for hearing. The Appeals Board shall, as soon as possible commence the hearing and shall notify the interested parties of the time and place of the hearing at least seven (7) calendar days in advance thereof. Except as otherwise provided herein, the Board of Employee Appeals shall operate

according to the requirements of the Personnel Rules provisions under which it is established.

(5) Appeal to Arbitration. If, within the five (5) day appeal period, the employee files such notice of appeal of discharge by giving to the Director of Support Services written notice of appeal, then a time for an appeal hearing before an Arbitrator shall be established which shall not be less than ten (10) days, nor more than sixty (60) days from the date of the filing of the appeal. All interested parties shall be notified in writing of the date, time, and place of hearing at least five (5) days prior to the hearing.

(a) The Arbitrator shall be selected by requesting a list of nine (9) labor arbitrators from the American Arbitration Association and following that organization's selection procedure.

(b) All hearings shall be private; provided, however, that the appellant may request a hearing be open to the public.

(c) The hearing shall be conducted in a manner most conducive to determinations of the truth. The Voluntary Labor Arbitration Rules promulgated by the American Arbitration Association shall be used by the Hearing Officer as a guide in ruling on evidentiary matters.

(d) Each party shall have the right to be represented by legal counsel or other person of party's choice; to call and examine witnesses on any matter relevant to the issues; to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues even though such matter was not covered on direct examination; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her. If the appellant does not testify in his/her own behalf, the appellant may be called and examined as if under cross-examination. Every witness shall declare by oath or affirmation that the witness will testify truthfully.

(e) The Arbitrator shall determine whether to sustain, reject, or modify the action discharging the employee. The written award of the Arbitrator on the merits of any appeal adjudicated within the Arbitrator's jurisdiction and authority shall be final and binding on the employee, the Association, and the County.

(f) Mutually incurred costs for the Arbitration procedure shall be divided equally between the County and the Association.

(g) The jurisdiction and authority of the Arbitrator and the Arbitrator's opinion and award shall be confined exclusively to deciding properly filed, timely appeals from Severe Disciplinary Action as

defined above. The Arbitrator shall have no authority to add to or detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement, or to establish or alter any wage rate or wage structure. The Arbitrator shall not hear or decide more than one (1) appeal in one (1) session without the mutual consent of the County and the Association.

C. Abandonment of Position.

An employee who voluntarily quits employment through unauthorized absence (no call, no show) of three (3) consecutive work days or more shall be considered to have abandoned his/her position. Employees terminated under this section shall have the availability of subsections B.2, c. (1), (2) and (3) (introductory paragraph only) of this article. No further appeals shall be afforded because of this voluntary termination.

ARTICLE 16. GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A grievance is a claimed violation, misapplication, misinterpretation of a specific provision of this Agreement or one (1) of the policies listed in Article 20.B.3 which adversely affects the grievant.

Disciplinary actions, performance evaluations, preambles, purpose causes, and the exercise or lack of exercise of County rights shall not be grievable, nor shall any complaint for which a separate appeals process is established.

2. **Grievant.** A grievant is an employee in the unit who is filing a grievance as defined above. Individual grievances with alleged violations, misapplication, or misinterpretations affecting more than one (1) employee in a substantially similar manner may be consolidated at the discretion of management as a group grievance and shall thereafter be represented by a single grievant.
3. **Day.** Unless otherwise defined, for the purposes of this article “day” shall mean a calendar day.

B. Process.

1. **Informal Resolution.** Within fourteen (14) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss the grievance with the grievant’s immediate supervisor. A supervisor shall have seven (7) days to give an answer to the employee.
2. **Formal Levels - Deputy Sheriff Job Classifications**

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of such receipt of such answer file a formal written grievance with the grievant's Lieutenant on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The Lieutenant or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If a grievant is not satisfied with the resolution proposed at Level 1, the grievant may within seven (7) days of such receipt of such answer file a written appeal with the grievant's Captain on a form containing a statement describing the reason for the appeal. The Captain, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 3: If a grievant is not satisfied with the resolution proposed at Level 2, the grievant may within seven (7) days of such receipt of such answer file a written appeal with the Undersheriff on a form containing a statement describing the reason for the appeal. The Undersheriff, or his/her designee, shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 4: If the grievant is not satisfied with the written answer from the Undersheriff, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Sheriff. Within seven (7) days of receipt of the written appeal, the Sheriff, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 5: If the grievant is not satisfied with the written answer from the Sheriff, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Director of Support Services. Within seven (7) days of receipt of the written appeal, the Director of Support Services, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 6: If the grievant is not satisfied with the written answer from the Director of Support Services or his/her designee, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall consist of three (3) members acting as neutrals:

- a. A Department Head, or his/her designee, of a department from other than the department in which the grievant is employed to be appointed by the CEO;
- b. A County employee represented and designated by the Association, who shall be granted release time to participate in the activities of the Grievance Board; and

- c. The Director of Support Services, or his/her designee, who shall serve as Chairperson.

3. Formal Levels - District Attorney's Investigators Job Classifications

Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may within seven (7) days of such receipt of such answer file a formal written grievance with the grievant's manager on a form containing a statement describing the grievance, the section of this Agreement allegedly violated, and remedy requested. The manager shall, within seven (7) days have a meeting with the grievant and within seven (7) days thereafter give a written answer to the grievant on the form provided.

Level 2: If the grievant is not satisfied with the written answer from the manager, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Assistant Department Head. Within seven (7) days of receipt of the written appeal, the Assistant Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 3: If the grievant is not satisfied with the written answer from the Assistant Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Department Head. Within seven (7) days of receipt of the written appeal, the Department Head, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 4: If the grievant is not satisfied with the written answer from the Department Head, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Director of Support Services. Within seven (7) days of receipt of the written appeal, the Director of Support Services, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties and, thereafter give written answer to the grievant within seven (7) days.

Level 5: If the grievant is not satisfied with the written answer from the Director of Support Services, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal to the Grievance Board. The Grievance Board shall consist of three (3) members acting as neutrals:

- a. A Department Head, or his/her designee, of a department from other than the department in which the grievant is employed, to be appointed by the CEO,
- b. A County employee represented and designated by the Association, who shall be granted release time to participate in the activities of the Grievance Board, and
- c. The Director of Support Services, or his/her designee, who shall serve as Chairperson.

C. General Provisions.

1. If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the most recent step utilized.
2. If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day for the decision.
3. The grievant may be represented by a person of the grievant's choice at any formal level of this procedure.
4. Time limits and formal levels may be waived by mutual written consent of the parties. If a specific person is required to respond and that person is unavailable for any period of over three (3) days, the time limit shall be automatically tolled until they once again become available.
5. Proof of service shall be accomplished by certified mail or personal service.
6. The Grievance Board is hereby delegated the independent authority to award expenditures by ordering back pay of up to \$1,000 or reimbursement of leave balances of up to forty (40) hours. Grievance Board resolution of grievances in amounts or requiring expenditures in excess of those amounts must be presented to the Board of Supervisors by the Chairperson of the Grievance Board for a final decision by the Board of Supervisors on the expenditure amount.
7. The County shall recognize up to five (5) Deputy Sheriffs' Association (DSA) stewards. Stewards shall be provided a reasonable amount of release time to investigate and present grievances. A current listing of such stewards, along with the work location of each, shall be provided to the Personnel Office by the DSA. Grievance investigations shall be conducted in such a manner as to interfere as little as possible with work in progress. After notifying the steward's immediate supervisor as far in advance as reasonably possible, the steward shall be permitted to leave the regular work area to deal with grievance matters. Permission for such use of work time shall not be unreasonably withheld.
8. Departmental Policies and other issues which are not grievable, but still of concern to an employee may be processed as a "Complaint" using the Grievance Procedure up through Level 4. The Department Head's decision on a "Complaint" shall be final and binding.

ARTICLE 17. UNIFORMS AND SAFETY EQUIPMENT

A. New Hires. The following clothing and equipment shall be initially provided to Sheriff's Department employees required by the Sheriff to wear uniforms:

1. One (1) all weather coat and rain pants;
2. Three (3) short sleeved shirts;

3. Three (3) trousers;
4. Three (3) long sleeved shirts;
5. Two (2) ties;
6. One (1) dress belt;
7. One (1) magazine holder;
8. Duty belt;
9. Handcuffs/holder;
10. Keepers;
11. Holster;
12. Ammunition;
13. Two (2) magazines;
14. Weapon (not trainees);
15. Chemical agent/holder;
16. Helmet;
17. Pocket (CPR) mask;
18. One (1) impact weapon and holder;
19. HIV protective equipment; and
20. Other law enforcement equipment or uniforms as the Sheriff deems necessary.

Those items of clothing and equipment not deemed as necessary by the employee will not be issued.

- B. Soft Body Armor.** The Sheriff's Office will continue to provide soft body armor (vest) to safety personnel. Should a reasonably proper fitting vest be unavailable, the Department will provide soft body armor which is properly fitted to the employee. Special ordered vests will not be replaced by the Department during the manufacturer's suggested life of the vest if the necessity to replace the vest is an increase or minor decrease in the weight or proportions of the employee.

C. Uniform Allowance.

1. An eight hundred dollar (\$800.00) uniform allowance for Deputy Sheriffs and Sergeants per year of service and a four hundred dollar (\$400.00) uniform allowance for District

Attorney Investigators per year of service, paid with regular payroll in equal installments, if an employee is placed in unpaid status, the employee is not eligible to receive installment. The allowance shall cover all maintenance and replacement of lost, stolen, worn, and damaged uniforms and equipment. Safety equipment shall be replaced by the County.

2. Newly hired employees shall receive a full uniform issue and will receive full uniform replacement as needed until the following July 1st.
3. The following uniform articles are covered by the uniform allowance and must meet the department uniform standards:
 - a. Uniform pants;
 - b. Uniform shirts – long and short sleeves;
 - c. Dress belt; and
 - d. Ties.
4. All Special Team uniforms (i.e., SWAT, SAR) will be provided by the department.
5. All maintenance, tailoring, and other alterations will be at the employee's expense except for replacement or furnishing of department patches, service stripes, or insignia.
6. All optional equipment will be the responsibility of the employee.
7. All safety equipment originally issued and replaced by the department remains the Department's property.
8. If a Department changes or modifies the uniform articles to be replaced by the employee, the replacement costs of such articles shall be subject to meet and confer.

ARTICLE 18. MISCELLANEOUS PROVISIONS

- A. **Joint Issues Forum.** A member of the Association and its paid representative will be invited to attend periodic meetings of the Joint Issues Forum during which County representatives and representatives of each bargaining unit will discuss items of common interest to the County and all employee groups. Meetings of this Forum are not to be construed as meet and confer sessions.
- B. **Employee Assistance Program.** Members of this unit shall be eligible for the Employee Assistance Program and entitled to utilize the services provided within the plan paid for by the County.

ARTICLE 19. NO STRIKES OR WORK STOPPAGES

- A. **No Strikes.**

1. During the term of this Agreement, neither the Association nor its agents, nor any employees, individually or collectively, shall call, sanction, support or participate in any strike, work stoppage, picketing, sit-down, slowdown, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services of operations, or with the movement or transportation of persons or goods to or from the Employer's premises.
2. The prohibitions of this section shall apply whether or not (i) the dispute giving rise to the prohibited conduct is subject to any dispute resolution procedure provided under this Agreement; (ii) such conduct is in support of or in sympathy with a work stoppage or picketing conducted by the Association, any other labor organization, or any other group of employees; or (iii) such conduct is for any other reason, including but not limited to protest of an alleged violation of any state or federal law, political protest, civil rights protest, consumer protest, or environmental protest.
3. If any conduct prohibited by this section occurs, the Association shall immediately make every reasonable effort to terminate such conduct. If the Association makes such effort to terminate, and does not in any way encourage any of the activities prohibited by this section, which were not instigated by the Association or its staff, the Association will not be liable for damages to the Employer caused by such activities.

B. **Discipline.** Any employee who participates in any activity prohibited by section 19.1 of this article shall be subject to discharge or such lesser discipline as the Employer in its sole discretion shall determine. The employee shall have recourse to the disciplinary procedure as to the sole question of whether or not the employee participated in any of such prohibited activities. If such participation occurred, the discharge or discipline imposed by the Employer cannot be altered by the person(s) hearing the issue.

ARTICLE 20. FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. **Full Understanding.** It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein and all other topics subject to bargaining, and therefore any other prior or existing understanding or Agreement by the parties, whether formal or informal, written or unwritten, regarding such matters is hereby superseded or terminated in their entirety.

B. **No Interim Bargaining.**

1. It is agreed and understood that during the negotiations which culminated in this Agreement each party enjoyed and exercised without restraint, except as provided by law, the right and opportunity to make demands and proposals or counter-proposals with respect to any matter subject to bargaining and that the understandings and agreements arrived at after the exercise of that right are set forth in this Agreement.
2. The parties agree, therefore, that the other shall not be required to negotiate with respect to any subject or matter, whether referred to or not in this Agreement, except as specifically provided for herein.

3. Notwithstanding the above, the County agrees to retain the following listed policies which are included in the County Personnel Rules unless the Association is given notice and opportunity to meet and confer on any substantive changes. Should the Association choose to exercise its option to meet and confer, it must notify the County within fifteen (15) calendar days after receiving the County's notice and such process shall commence with thirty (30) days thereafter.

- a. Layoff Procedures;
- b. Employee Appeals Procedure;
- c. Sexual Harassment Policy;
- d. Substance Abuse Policy (compatible with County Policy where gaps occur);
- e. Incompatible Outside Employment;
- f. Jury Duty;
- g. Salary administration provisions dealing with merit steps; salary on promotion; range changes, reclassifications, transfer and demotion; biweekly basis; and anniversary dates;
- h. Travel and Reimbursement Policy;
- i. Performance Evaluation Policy (Procedural Only);
- j. Pre-Employment Contract for new employees; and
- k. Vehicle Policy.

The Association agreed to changes in the Sheriff's Alcohol Free / Drug Free Policy and the following Personnel Policies, once finalized to apply County wide: Vacation Donation Bank, Voluntary Time Off, Harassment / Discrimination, Electronic Assets, County Assets / Privacy, and Performance Evaluation.

- C. **Modification.** Any agreement, alteration, understanding, waiver or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this Agreement, and if required, approved and implemented by the County's Board of Supervisors.
- D. **Waiver.** The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Regarding matters not covered by this agreement, the Association agrees that it has specifically waived any further right to bargain during the term of this Agreement on any subject discussed in bargaining or listed in the County Rights and Responsibilities clause (Article 4).

E. **Supersession.** This Agreement shall supersede any documents unilaterally adopted by the County where conflicts exist regarding a subject covered herein.

ARTICLE 21. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.


ARTICLE 22. TERM OF AGREEMENT

The term of this Agreement shall commence on September 1, 2018, and expire at midnight on August 31, 2020. Unless otherwise noted herein, any changes caused by the approval of this Agreement shall be prospective and implemented as of the first of the payroll period immediately succeeding its formal adoption by the Board.

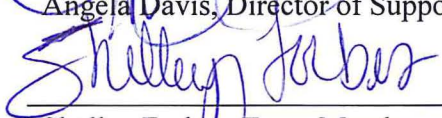
For the County:




Gage Dungy, Chief Negotiator



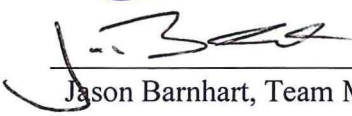
Angela Davis, Director of Support Services



Shelley Forbes, Team Member



Kari Hallstrom, Team Member



Jason Barnhart, Team Member

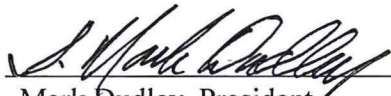
11/19/18

Date

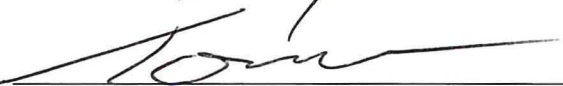
For the Association:



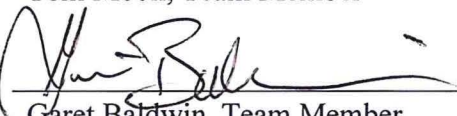
Steve Allen, Chief Negotiator



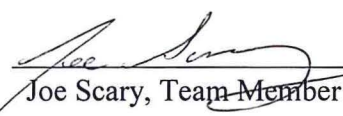
Mark Dudley, President



Tom Moon, Team Member



Garett Baldwin, Team Member



Joe Scary, Team Member

11/29/18

Date

**ATTACHMENT A
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM**

| Job Classification | Range | Current – As of September 1, 2018 | |
|--|--------------|--|---------------|
| | | A Step | F Step |
| Deputy Sheriff Trainee | FLAT | 4138 | 4138 |
| Deputy Sheriff Entry Level | FLAT | 4344 | 4344 |
| Deputy Sheriff (Journey Level/Lateral) | 487 | 4561 | 5822 |
| District Attorney's Investigator I | 492 | 4674 | 5966 |
| District Attorney's Investigator II | 512 | 5154 | 6578 |
| Sergeant | 512 | 5154 | 6578 |
| Supervising District Attorney's Investigator | 542 | 5966 | 7615 |

ATTACHMENT B
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

| Job Classification | Range | Effective with Pay Period Beginning November 11, 2018 | |
|--|-------|--|--------|
| | | A Step | F Step |
| Deputy Sheriff Trainee | FLAT | 4262 | 4262 |
| Deputy Sheriff Entry Level | FLAT | 4474 | 4474 |
| Deputy Sheriff (Journey Level/Lateral) | 487 | 4698 | 5997 |
| District Attorney's Investigator I | 492 | 4815 | 6145 |
| District Attorney's Investigator II | 512 | 5309 | 6775 |
| Sergeant | 512 | 5309 | 6775 |
| Supervising District Attorney's Investigator | 542 | 6145 | 7843 |

ATTACHMENT C
DEPUTY SHERIFFS' ASSOCIATION SALARY FOR MOU TERM

| Job Classification | Range | Effective with Pay Period Beginning September 1, 2019 | |
|--|-------|--|--------|
| | | A Step | F Step |
| Deputy Sheriff Trainee | FLAT | 4432 | 4432 |
| Deputy Sheriff Entry Level | FLAT | 4653 | 4653 |
| Deputy Sheriff (Journey Level/Lateral) | 487 | 4886 | 6236 |
| District Attorney's Investigator I | 492 | 5007 | 6391 |
| District Attorney's Investigator II | 512 | 5521 | 7046 |
| Sergeant | 512 | 5521 | 7046 |
| Supervising District Attorney's Investigator | 542 | 6391 | 8157 |

ATTACHMENT D

TABLE OF APPLICABLE PERS PENSION FORMULAS

| Tier | Classifications | Retirement Formula | Final Compensation | Dates of Employment |
|------------|--|--------------------|---------------------------|---------------------|
| I | Dep Sheriff Sergeant Dist Atty Inv | 3%@50 | Highest 1 Yr | Prior to 5/8/11 |
| II | Dep Sheriff Sergeant Dist Atty Inv | 3%@55 | Avg of Highest 3 Years | 5/8/11 to 12/31/12 |
| III | Dep Sheriff Sergeant Dist Atty Inv | 2.7%@57 | Avg of Highest 3 Years | 1/1/13* and after |

| Tier | Classifications | Retirement Formula | Final Compensation | Dates of Employment |
|------------|------------------------|--------------------|---------------------------|---------------------|
| I | Dep Sheriff Trainee | 2%@55 | Highest 1 Yr | Prior to 5/8/11 |
| II | Dep Sheriff Trainee | 2%@60 | Avg of Highest 3 Years | 5/8/11 to 12/31/12 |
| III | Dep Sheriff Trainee | 2%@62 | Avg of Highest 3 Years | 1/1/13* and after |

**As determined by CalPERS. This may not apply to lateral transfers.*